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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA**

RITO LOPEZ, on behalf of the State of California  
and Aggrieved Employees;

*Plaintiff,*

v.

EUROFINS SCIENTIFIC, INC.,  
ENVIRONMENTAL SAMPLING  
SUPPLY, INC., and DOES 1-100,  
inclusive;

*Defendants.*

Case No.: 21CV004840

**FIRST AMENDED COMPLAINT FOR  
PENALTIES PURSUANT TO SECTIONS  
2699(a) and (f) OF THE CALIFORNIA  
LABOR CODE PRIVATE ATTORNEYS  
GENERAL ACT**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Rito Lopez (“Plaintiff”), on behalf of the State of California and Aggrieved  
2 Employees complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Eurofins Scientific, Inc. (“Eurofins”),  
5 Environmental Sampling Supply, Inc. (“ESS”), (collectively “Defendants”), on behalf of the State of  
6 California to collect statutory penalties as a result of Defendants’ systematic violations of California  
7 labor law with respect to Defendants’ non-exempt, hourly workers employed in California (the  
8 “Aggrieved Employees”).

9 2. Plaintiff and Aggrieved Employees bring this action to challenge Defendants’ policies  
10 and practices of: (1) failing to compensate Plaintiff and Aggrieved Employees for all hours worked;  
11 (2) failing to pay Plaintiff and Aggrieved Employees all minimum wages owed; (3) failing to pay  
12 Plaintiff and Aggrieved Employees all overtime wages owed; (4) failing to provide Plaintiff and  
13 Aggrieved Employees accurate, itemized wage statements; and (5) failing to timely pay Aggrieved  
14 Employees full wages during employment and upon separation from employment.

15 3. Plaintiff and Aggrieved Employees routinely perform off-the-clock work before paid  
16 shifts. Defendants maintain a longstanding policy and/or practice of failing to properly compensate  
17 Plaintiff and Aggrieved Employees for work related tasks performed while “off-the-clock,” including,  
18 but not limited to, waiting in line, temperature checks, and answering COVID-19 questionnaires  
19 before the start of their shift, *i.e.*, before clocking in. In addition, Defendants require Plaintiff and  
20 Aggrieved Employees to wait in line after their meal breaks to clock back in for their afternoon shift.

21 4. Throughout the relevant time period, Plaintiff and Aggrieved Employees have been  
22 denied proper payment for all hours worked for the time spent off-the-clock, including minimum  
23 wage and/or overtime. Defendants fail to pay for any of this time worked off-the-clock in violation of  
24 the California Labor Code.

25 5. As a result of the above violations, Defendants fail to maintain true and accurate records  
26 of the hours Plaintiff and Aggrieved Employees actually work, and also fail to pay all wages due  
27 during employment and upon separation within the required time period.

6. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code Private Attorneys General Act ("PAGA").

## PARTIES

7. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers employed by Defendants. Plaintiff and Aggrieved Employees are employed by Defendants in California as packers, warehouse assistants, sample receiving – shipping technicians, and other hourly non-exempt positions at Defendants’ facilities at any time from October 26, 2020, through final resolution.

8. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this Complaint was a resident of the State of California.

9. Plaintiff is currently employed as a non-exempt packer. Plaintiff began employment with Defendants in January 1990. Plaintiff works for Defendants in Oakland, California.

10. Plaintiff is informed, believes, and thereon alleges that Eurofins is a Delaware corporation headquartered in Des Moines, Iowa. Eurofins is registered to do business in California, does business in California and employs and/or employed hourly, non-exempt employees, including Plaintiff and Aggrieved Employees in California. Eurofins may be served with process by serving its registered agent, Cogency Global, Inc., 1325 J Street, Suite 1550, Sacramento, California 95814.

11. Plaintiff is informed, believes, and thereon alleges that ESS is a Delaware corporation headquartered in San Leandro, California. ESS is registered to do business in California, does business in California and employs and/or employed hourly, non-exempt employees, including Plaintiff and Aggrieved Employees in California. ESS may be served with process by serving its registered agent, Cogency Global, Inc., 1325 J Street, Suite 1550, Sacramento, California 95814. Defendants employ and/or employed Plaintiff and Aggrieved Employees because Defendants, directly or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of Plaintiff and Aggrieved Employees.

12. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts

1 and omission alleged herein were performed by, and/or attributable to, Defendants, each acting as  
2 agents and/or employees, and/or under the direction and control of each of the other, and that said  
3 acts and failures to act were within the course and scope of said agency, employment and/or direction  
4 and control.

5 13. At all material times, Defendants have done business under the laws of California, have  
6 had places of business in California, including in this judicial district, and have employed Aggrieved  
7 Employees in this jurisdictional district and elsewhere throughout California. Defendants are  
8 “persons” as defined in Labor Code § 18 and an “employers” as that term is used in the Labor Code,  
9 the IWC Wage Orders regulating wages, hours, and working conditions, and the California Business  
10 and Professions Code § 17201.

#### 11 **JURISDICTION AND VENUE**

12 14. Venue is proper in this County pursuant to Code of Civil Procedure §§ 393(a) and/or  
13 395.5. Defendants conduct business and employ Aggrieved Employees in this County, and therefore  
14 the liability and the cause or some part of the cause arose in this County.

15 15. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA.  
16 The Court also has jurisdiction over Defendants because they are companies authorized to do  
17 business in the State of California, and because Defendants do in fact do business and employ  
18 workers in the State of California.

#### 19 **FACTUAL ALLEGATIONS**

20 16. Eurofins provides a range of analytical testing services to clients across multiple  
21 industries. Eurofins is one of the global leaders in food, environmental, pharmaceutical, and cosmetic  
22 products testing and in AgroSciences Contract Research Organization (“CRO”) services. On  
23 information and belief, Eurofins has over 12,000 employees and operated approximately 80 locations  
24 throughout the United States, including the state of California. Plaintiff is informed, believes, and  
25 thereon alleges that Eurofins employs hundreds of hourly, non-exempt workers similarly situated to  
26 Plaintiff in California.

27 17. ESS manufactures quality TOC Vials, EPA Vials, VOAS and many products for  
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1 environmental sampling and analysis. Plaintiff is informed, believes, and thereon alleges that ESS  
2 employs hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.  
3 Plaintiff works for Defendants as a packer in Oakland, California. Plaintiff began his employment  
4 with Defendants in January 1990. Plaintiff is classified as an hourly, non-exempt employee and is  
5 paid an hourly rate of approximately \$16.52.

6 18. Plaintiff is informed, believes, and thereon alleges that Defendants employ and have  
7 employed hundreds of hourly, non-exempt workers in California, including but not limited to  
8 packers, warehouse assistants, sample receiving – shipping technicians and other employees with  
9 similar job duties.<sup>1</sup>

10 19. Although Plaintiff's shifts may vary in length, Plaintiff usually works eight (8) hours  
11 or more per shift, five (5) shifts per week. Plaintiff works approximately forty (40) hours per week,  
12 or more.

13 20. Defendants routinely require Plaintiff and Aggrieved Employees to perform substantial  
14 work off-the-clock and without compensation. This includes but is not limited to Defendants  
15 requiring Plaintiff and Aggrieved Employees to wait in line to go through temperature checks and to  
16 answer COVID-19 screening questionnaires prior to clocking in for the start of their shifts. It takes  
17 Plaintiff and Aggrieved Employees at least one minute and often longer to go through the line, to  
18 undergo such temperature checks, and to answer the COVID-19 screening questionnaires *before* the  
19 beginning of each shift. This time spent in temperature check lines, undergoing temperature checks,  
20 and answering COVID-19 screening questionnaires goes unrecorded and therefore uncompensated.

21 21. In addition, Defendants require Plaintiff and Aggrieved Employees to wait in line in  
22 order to clock back in upon returning from their meal breaks. Plaintiff and Aggrieved Employees  
23 spend at least two additional minutes waiting in line after their meal breaks to clock back in for their  
24 afternoon shift. This time spent in line also goes unrecorded and therefore uncompensated.

25 22. As a result of these policies and/or practices, Plaintiff and Aggrieved Employees are  
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27 <sup>1</sup> Although Plaintiff is a current employee, Aggrieved Employees include current and former employees. For ease of  
28 discussion, the allegations herein are made in the present tense.

1 denied compensation for all hours worked, including minimum wages and overtime, which they are  
2 lawfully owed resulting from the additional off-the-clock work in excess of eight (8) hours per day  
3 and forty (40) hours per week.

4 23. Plaintiff is informed, believes, and thereon alleges that Defendants utilize and apply  
5 these “temperature check” and “COVID-19 screening” protocols, policies, and practices across all  
6 Defendants’ facilities throughout California.

7 24. Further, Plaintiff is informed, believes, and thereon alleges that Defendants institute a  
8 similar policy of not compensating employees while waiting in line to clock in after their meal breaks  
9 across all Defendants’ facilities throughout California.

10 25. Plaintiff is informed, believes, and thereon alleges that Defendants utilize the same or  
11 substantially similar timekeeping mechanisms throughout all its facilities in California.

12 26. Defendants’ common course of wage-and-hour abuses also includes routinely failing  
13 to maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees.  
14 Defendants fail to record hours that Plaintiff and Aggrieved Employees work off-the-clock.

15 27. Defendants’ failure to record all hours worked results in Defendants’ failure to provide  
16 Plaintiff and Aggrieved Employees with itemized accurate wage statements as required by California  
17 law. Plaintiff and Aggrieved Employees receive wage statements that do not reflect all hours worked,  
18 including overtime premiums.

19 28. Further, Defendants do not provide Aggrieved Employees who are former employees  
20 of Defendants with full and timely payment of all wages owed upon separation from employment.  
21 At the time their employment ends, Aggrieved Employees are owed wages for all time worked,  
22 including overtime, whether their termination was voluntary or involuntary; yet Defendants have  
23 failed to provide Aggrieved Employees with such payments within the required time period. As a  
24 result, and pursuant to the California Labor Code, Defendants are subject to waiting time penalties.

25 29. Plaintiff is informed, believes, and thereon alleges that Defendants’ unlawful conduct  
26 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout all of  
27 Defendants’ facilities in California.

**FIRST CAUSE OF ACTION**

**Penalties Pursuant to Labor Code § 2699(a)  
(On Behalf of the State of California and Aggrieved Employees)**

30. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

31. Labor Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

32. Labor Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

33. Labor Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employees shall continue as a penalty from the due date thereof at the same rate paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

34. Labor Code § 256 provides: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

35. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees in compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203.

36. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose

1 compensation is solely based on a salary and who is exempt from  
2 payment of overtime under subdivision (a) of Section 515 or any  
3 applicable order of the Industrial Welfare Commission, (3) the number  
4 of piece-rate units earned and any applicable piece rate if the employee  
5 is paid on a piece-rate basis, (4) all deductions, provided that all  
6 deductions made on written orders of the employee may be aggregated  
7 and shown as one item, (5) net wages earned, (6) the inclusive dates of  
8 the period for which the employee is paid, (7) the name of the employee  
9 and his or her social security number, (8) the name and address of the  
10 legal entity that is the employer, and (9) all applicable hourly rates in  
11 effect during the pay period and the corresponding number of hours  
12 worked at each hourly rate by the employee.

13 37. Labor Code § 226(e)(1) provides, in relevant part:

14 An employee suffering injury as a result of a knowing and intentional  
15 failure by an employer to comply with subdivision (a) is entitled to  
16 recover the greater of all actual damages or fifty dollars (\$50) for the  
17 initial pay period in which a violation occurs and one hundred dollars  
18 (\$100) per employee for each violation in a subsequent pay period, not  
19 to exceed an aggregate penalty of four thousand dollars (\$4,000), and is  
20 entitled to an award of costs and reasonable attorney's fees.

21 38. Labor Code § 226.3 provides:

22 Any employer who violates subdivision (a) of Section 226 shall be  
23 subject to a civil penalty in the amount of two hundred fifty dollars  
24 (\$250) per employee per violation in an initial citation and one thousand  
25 dollars (\$1,000) per employee for each violation in a subsequent  
26 citation, for which the employer fails to provide the employee a wage  
27 deduction statement or fails to keep the records required in subdivision  
28 (a) of Section 226. The civil penalties provided for in this section are in  
addition to any other penalty provided by law.

39. Labor Code § 226.6 provides:

Any employer who knowingly and intentionally violates the provisions  
of Section 226, or any officer, agent, employee, fiduciary, or other  
person who has the control, receipt, custody, or disposal of, or pays, the  
wages due any employee, and who knowingly and intentionally  
participates or aids in the violation of any provision of Section 226 is  
guilty of a misdemeanor and, upon conviction thereof, shall be fined not  
more than one thousand dollars (\$1,000) or be imprisoned not to exceed  
one year, or both, at the discretion of the court. That fine or  
imprisonment, or both, shall be in addition to any other penalty provided  
by law.

40. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by

1 Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage  
2 statement in compliance with Labor Code § 226(a) in the amounts established by Labor Code §  
3 226.3. In addition, Plaintiff seeks penalties in the amount established by Labor Code § 226(e)(1), as  
4 prayed for herein.

5 41. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and  
6 Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. Sixty-  
7 five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative  
8 prerequisites to commence this civil action in compliance with § 2699.3(a).

9 42. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved  
10 Employees, and himself as set forth in Labor Code § 2699.

11 43. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for  
12 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an  
13 award of attorneys’ fees and costs as set forth below.

14 44. Wherefore, Plaintiff requests relief as hereinafter provided.

## 15 **SECOND CAUSE OF ACTION**

### 16 **Penalties Pursuant to Labor Code § 2699(f)** 17 **(On Behalf of the State of California and Aggrieved Employees)**

18 45. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth  
19 herein.

20 46. Labor Code § 2699(f) provides:

21 For all provisions of this code except those for which a civil penalty is  
22 specifically provided, there is established a civil penalty for a violation  
23 of these provisions, as follows: . . . (2) If, at the time of the alleged  
24 violation, the person employs one or more employees, the civil penalty  
is one hundred dollars (\$100) for each aggrieved employee per pay  
period for the initial violation and two hundred dollars (\$200) for each  
aggrieved employee per pay period for each subsequent violation.

25 47. Labor Code § 200 defines wages as “all amounts for labor performed by employees of  
26 every description, whether the amount is fixed or ascertained by the standard of time, task, piece,  
27 commission basis or method of calculation.”

1           48.     Labor Code § 204(a) provides that “[a]ll wages ... earned by any person in any  
2 employment are due and payable twice during each calendar month....”

3           49.     IWC Wage Order 4-2001(2)(K) defines hours worked as “the time during which an  
4 employee is subject to the control of an employer and includes all the time the employee is suffered  
5 or permitted to work, whether or not required to do so.”

6           50.     Labor Code § 1198 makes it unlawful for employers to employ employees under  
7 conditions that violate the Wage Order.

8           51.     Labor Code § 225.5 provides:

9                 In addition to, and entirely independent and apart from, any other  
10                penalty provided in this article, every person who unlawfully  
withholds wages due any employee in violation of Section 212, 216,  
221, 222, or 223 shall be subject to a civil penalty as follows:

11               (a) For any initial violation, one hundred dollars (\$100) for each  
failure to pay each employee.

12               (b) For each subsequent violation, or any willful or intentional  
13 violation, two hundred dollars (\$200) for each failure to pay each  
employee, plus 25 percent of the amount unlawfully withheld.

14               The penalty shall be recovered by the Labor Commissioner as part of a  
15 hearing held to recover unpaid wages and penalties or in an  
independent civil action. The action shall be brought in the name of  
16 the people of the State of California and the Labor Commissioner and  
attorneys thereof may proceed and act for and on behalf of the people  
17 in bringing the action. Twelve and one-half percent of the penalty  
recovered shall be paid into a fund within the Labor and Workforce  
18 Development Agency dedicated to educating employers about state  
labor laws, and the remainder shall be paid into the State Treasury to  
19 the credit of the General Fund.

20           52.     Labor Code § 510 provides, in relevant part:

21               Eight hours of labor constitutes a day’s work. Any work in excess of  
22 eight hours in one workday and any work in excess of 40 hours in any  
one workweek and the first eight hours worked on the seventh day of  
23 work in any one workweek shall be compensated at the rate of no less  
than one and one-half times the regular rate of pay for an employee. Any  
24 work in excess of 12 hours in one day shall be compensated at the rate  
of no less than twice the regular rate of pay for an employee. In addition,  
25 any work in excess of eight hours on any seventh day of a workweek  
shall be compensated at the rate of no less than twice the regular rate of  
26 pay of an employee. Nothing in this section requires an employer to  
combine more than one rate of overtime compensation in order to  
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calculate the amount to be paid to an employee for any hour of overtime work.

53. Labor Code § 558 provides, in relevant part:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(3) Wages recovered pursuant to this section shall be paid to the affected employee.

54. Labor Code § 1182.12 provides, in relevant part:

(a) Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.

(b) Notwithstanding subdivision (a), the minimum wage for all industries shall not be less than the amounts set forth in this subdivision, except when the scheduled increases in paragraphs (1) and (2) are temporarily suspended under subdivision (d).

(1) For any employer who employs 26 or more employees, the minimum wage shall be as follows:

(D) From January 1, 2020, to December 31, 2020, inclusive,—thirteen dollars (\$13) per hour.

(E) From January 1, 2021, to December 31, 2021, inclusive,—fourteen dollars (\$14) per hour.

(F) From January 1, 2022, and until adjusted by subdivision (c)—fifteen dollars (\$15) per hour.

(2) For any employer who employs 25 or fewer employees, the minimum wage shall be as follows:

(C) From January 1, 2020, to December 31, 2020, inclusive,—twelve dollars (\$12) per hour.

(D) From January 1, 2021, to December 31, 2021, inclusive,—thirteen dollars (\$13) per hour.

(E) From January 1, 2022, to December 31, 2022, inclusive,—fourteen dollars (\$14) per hour.

(F) From January 1, 2023, and until adjusted by subdivision (c)—fifteen dollars (\$15) per hour.

(3) For purposes of this subdivision, “employer” means any person who directly or indirectly, or through an agent or any other person, employs or exercises control over the wages, hours, or working conditions of any person. For purposes of this subdivision, “employer” includes the state, political subdivisions of the state, and municipalities.

55. Labor Code § 1197 provides:

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

56. Labor Code § 1197.1 provides, in relevant part:

(a) Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

57. Labor Code § 1194 provides, in relevant part:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

58. To the extent that any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established by Labor Code § 2699(f). Plaintiff seeks penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Labor Code provisions including, but not limited to, Labor Code 510, 1194, 201-203, 204, 226, and IWC Wage Orders 4-2001, and any other violation alleged herein does not carry penalties under Labor Code § 2699(a).

59. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff has provided the LWDA with notice of his intention to file this claim. Sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

60. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Labor Code § 2699(g)(1).

61. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

62. Wherefore, Plaintiff requests relief as hereinafter provided.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For the Court to declare, adjudge, and decree that Defendants violated the California Labor Code as alleged herein;
2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
3. For interest as provided by applicable law;
4. For an award of reasonable attorneys' fees;
5. For all costs of suit; and
6. For such other and further relief as this Court deems just and proper.

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Respectfully submitted,

Date: February 11, 2022



Carolyn H. Cottrell  
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Philippe M. Gaudard  
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COTTRELL KONECKY LLP

*Attorneys for Plaintiff, on behalf of the State of  
California and Aggrieved Employees*

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to  
3 a jury.

4 Respectfully submitted,

5 Date: February 11, 2022

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8 Carolyn H. Cottrell  
9 Caroline N. Cohen  
10 Kristabel Sandoval  
11 Philippe M. Gaudard  
12 SCHNEIDER WALLACE  
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14 *Attorneys for Plaintiff, on behalf of the State of*  
15 *California and Aggrieved Employees*